

STEPS Grant Agreement No. [Completed by Foundation Contracts Dept.]

Foundation for California Community Colleges, in partnership with the Department of Rehabilitation, shall support the 2022 Summer Training and Employment Program for Students (STEPS) project which will provide job preparation training, including job exploration, workplace readiness skills training, and work-based learning experiences, as well as summer work experience to students with disabilities. Foundation for California Community Colleges shall manage STEPS Grant Funds and shall provide comprehensive human resource and payroll services through its Career Catalyst program to [contracting entity name], [a California corporation, limited liability company, general partnership, sole proprietor or an individual].

For the purposes of this Agreement the Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, is referred to as "FOUNDATION" and [entity name] is referred to as "CONTRACTOR". The term "SWD" shall refer to the individual participating in the STEPS and Career Catalyst program. By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the "Agreement").

The term of this Agreement is _____ through _____

The amount of this Agreement is \$ _____

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A	Scope of Work	Pages _____
Exhibit B	Budget Detail & Payment Provisions	Pages _____
Exhibit C	Terms and Conditions of Career Catalyst	Pages _____
Exhibit D	Contract Certification Clauses	Pages _____

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

CONTRACTOR

By: _____

Print Name: _____

Title: _____

Date: _____

CONTRACTOR – second signature, if required

By: _____

Print Name: _____

Title: _____

Date: _____

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: _____

Print Name: _____

Title: _____

Date: _____

**FOUNDATION FOR CALIFORNIA COMMUNITY
COLLEGES – second signature, if required**

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

1. This Agreement is entered into by and between the Foundation for California Community Colleges, hereinafter referred to as the FOUNDATION, and XXXXXXXXXXXX, hereinafter referred to as the CONTRACTOR, for the purpose of providing prevocational training and work experience services to students with disabilities in accordance with the Solicitation for Proposals (SFP) for the 2022 STEPS (Summer Training and Employment Program for Students) Grant, which is attached hereto as Exhibit E. The term of this Agreement is the date the Agreement is signed by both parties through DATE.

The FOUNDATION will distribute funds to CONTRACTOR for services rendered and serve as the official employer of record for all paid work experience conducted by CONTRACTOR, through its Career Catalyst service. As such, the FOUNDATION will provide comprehensive human resource and payroll services for all SWDs placed in a paid work experience.

2. The project representatives during the term of this agreement will be:

FOUNDATION

PROGRAM MANAGER (All Programmatic Issues):

JD Burchfield
Manager, Career Catalyst Business Operations
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
Phone: 916-325-4300 ext. 330
Fax: 916-325-0844
jburchfield@foundationccc.org

CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices):

Contracts Department
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
contracts@foundationccc.org

CONTRACTOR

[Insert contact information]

All notices shall be in writing and shall be emailed, personally delivered, certified mail, postage prepaid and return receipt requested, or by overnight courier service. Notice shall be deemed effective on the date emailed, personally delivered, or if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service or overnight courier service.

3. Eligibility:

A. School Partners: public schools, private schools, adult schools, community colleges, registered home schools, public 4-year colleges/universities, and private 4-year colleges/universities.

B. **Business Partners:** private businesses of any size, non-profits, and public employers. Private businesses are preferred.

C. **Students with Disabilities (SWDs):** an individual with a disability in a secondary, post-secondary, or other recognized educational program who:

- i. Is not younger than 16;
- ii. Is not older than 21 years;
- iii. Is eligible for, and receiving, special education or related services under Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 et seq.); or,
- iv. Is an individual with a disability, for purposes of section 504*.
 - a. The Federal Ed Section 504 Regulation defines a person with a disability as “any person who (i) has a physical or mental impairment which substantially limits one or more major life activities, (ii) has a record of such an impairment, or (iii) is regarded as having such an impairment.

4. **Workplace Readiness Training:** Each participating SWD must receive up to forty (40) hours of job exploration and/or workplace readiness training.

5. **Work Experience:** Each participating SWD must receive 230 hours of work experience, paid at no less than \$13.00 per hour. If the local work site city minimum wage is higher than \$13.00 per hour, participating SWDs must earn at least the higher, local minimum wage. If any given SWD is unable to complete all 230 hours of work experience, CONTRACTOR may move those remaining work experience hours to a different SWD. CONTRACTOR is required to verify that all participating SWDs have met all ‘right to work’ and ‘selective service’ requirements. FOUNDATION shall provide Employer of Record service for all CONTRACTOR’s SWDs completing paid work experience under this Agreement.

6. **Monthly Progress Reports:** CONTRACTOR must complete monthly progress reports, due the 10th of each month, beginning June 10, 2022. The progress reports will contain information on the grant activities of the prior month, including information on each SWD, their workplace readiness training, their work experience placements, the types and cost of any additional services provided, staffing costs, travel costs, and any additional WIOA program placements.

All reports must be submitted in the provided reporting template and must follow guidelines provided in the STEPS 2022 Instruction Packet. Monthly Progress Reports should be submitted to: FOUNDATION: Leti Shafer at lshafer@foundationccc.org

7. **Allowable Costs:** All costs for this grant must be direct service costs.

8. **Final Grant Evaluation:** At the conclusion of grant activities, CONTRACTOR is required to submit a Final Grant Evaluation Form, along with a two (2) page narrative summarizing grant activities.

9. **Presentation of Grant Activities:** CONTRACTOR must present, to the governing panel of the ETP, a summary of their grant activities and progress to date, at the September Panel Meeting of the ETP. Date, location, and time TBD.

10. **Record Keeping Requirements:** All 2022 STEPS Grant documents must be kept for a minimum of five (5) years.

11. **STEPS 2022 Instruction Packet:** CONTRACTOR has received an instruction packet for the 2022 STEPS Grant. All additional forms, and further explanations on the requirements above, are included in the packet.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Cost Reimbursement Agreement

This is a cost reimbursement Agreement. The FOUNDATION shall hold all STEPS Grant Funds on behalf of CONTRACTOR and disburse the funds as appropriate to reimburse CONTRACTOR. The total amount of STEPS Grant Funds available for services performed under this Agreement shall not exceed \$XXXX. FOUNDATION shall charge the fee described in Section 2.A of this Exhibit B Agreement. The total fee to be paid to FOUNDATION under this Agreement for its Employer of Record Services for Paid Work Experience shall be \$[contract value], including applicable taxes. CONTRACTOR will be responsible for all costs incurred by SWDs under this Agreement. If SWDs incur costs that exceed the contract value, CONTRACTOR is responsible for those costs. These costs include any cost the FOUNDATION is obligated to pay SWDs under State, Local, or Federal law. Under no circumstances can the FOUNDATION pay for services provided prior to the start date.

2. Invoicing and Payment

- A. For Paid Work Experience (Career Catalyst Service):
- i. FOUNDATION will bill against CONTRACTOR's STEPS Grant Funds for paid work experience performed under the terms of this agreement. This includes SWD's hourly rate, including any overtime or premium payments owed to the SWD plus employer payroll taxes (Reference budget). The actual percentage for employer tax is determined based upon assigned workers compensation codes;
 - ii. FOUNDATION will retain a \$600 flat fee for every \$5,000 awarded to perform employer-of-record and back office services.
- B. For all other services satisfactorily rendered, and upon receipt and approval of the monthly progress reports/invoices, FOUNDATION agrees to reimburse CONTRACTOR for actual expenditures incurred in accordance with Section 4 of this Exhibit B, "Project Budget."
- C. The total amount of STEPS Grant Funds available for services performed under this Agreement shall not exceed \$XXXX.
- D. Itemized invoices shall include the Agreement Number XXXXX and shall be submitted via email on a monthly basis to:

NAME
EMAIL
DEPT/UNIT (IF APPLICABLE)
STREET
CITY, STATE ZIP

3. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner. The parties mutually agree that if the Congress and/or Legislature do not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.

4. Project Budget

Insert approved awardee budget template from proposal.

SAMPLE

EXHIBIT C

TERMS AND CONDITIONS OF CAREER CATALYST PAID WORK EXPERIENCE PROGRAM

FOUNDATION shall provide to CONTRACTOR the services as set forth below. The term "SWD" shall refer to the individual participating in the Career Catalyst program and the term "WORK SITE" shall refer to the agency or business where the SWD will be placed, where SWD will perform his/her job duties. CONTRACTOR agrees to work closely with FOUNDATION staff and its partners in the performance of Services and shall be available to FOUNDATION's staff and partners at all reasonable times. In providing such services to CONTRACTOR, FOUNDATION is not exercising any control over the wages, hours, or working conditions of any SWD. CONTRACTOR agrees and represents that FOUNDATION and CONTRACTOR are not acting as a joint employer with respect to the SWDs whom FOUNDATION employs during the period of this Agreement.

1. Foundation Responsibilities

1.1. FOUNDATION shall assume responsibility, as the employer of record for the SWDs.

1.2 FOUNDATION shall be responsible for payment of wages, as reported by CONTRACTOR, through the FOUNDATION's payroll, including making the appropriate deductions, withholdings, and premium payments under applicable federal, state, and local laws.

1.3 FOUNDATION shall be responsible for providing workers' compensation insurance coverage that covers the SWDs, as well as processing and defending all workers' compensation claims made by SWDs.

1.4 FOUNDATION shall be responsible for managing and tracking SWD leaves of absence, as may be required by law.

1.5 Upon CONTRACTOR's written request, FOUNDATION will conduct a background check for SWDs requested by CONTRACTOR for an additional fee.

2. Foundation Representative

Human Resources and Payroll Inquiries:

JD Burchfield

Manager, Career Catalyst Business Operations

Foundation for California Community Colleges

1102 Q Street, Suite 4800

Sacramento, CA 95811

Phone: 916-325-4300 ext. 330

Fax: 916-325-0844

jburchfield@foundationccc.org

3. CONTRACTOR Responsibilities

3.1 CONTRACTOR shall have the responsibility for the day-to-day control and supervision of SWDs and must provide SWD with supervision, training, and work assignments in accordance with the WORK SITE request and job description.

3.2 CONTRACTOR shall allow for monitoring visits by representatives of the FOUNDATION and shall ensure that any WORK SITES will allow for monitoring visits by representatives of the FOUNDATION should the FOUNDATION elect to perform an inspection.

3.3 CONTRACTOR will notify FOUNDATION if any position is subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement.

3.4 If SWDs will be working at WORK SITES not under the direction and control of CONTRACTOR, CONTRACTOR shall have a signed "Work Site Agreement" with the WORK SITE. CONTRACTOR shall use a Work Site Agreement Template approved by the FOUNDATION. FOUNDATION in its sole discretion may deny placement of SWDs at any WORK SITE, if FOUNDATION deems the WORK SITE to be unsafe or non-compliant with State, Local, or Federal law.

3.5 Without the prior written agreement of FOUNDATION, CONTRACTOR will not entrust SWDS with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property.

3.6 CONTRACTOR shall ensure SWDs receive meal and rest breaks in compliance with both California Law and the Foundation's Policy and Procedures manual. CONTRACTOR agrees to accurately track and provide to FOUNDATION a time record for all hours worked by each SWD on a bi-weekly basis. The time record shall include all of the SWD's start and end times, as well as meal period and rest breaks. CONTRACTOR will be responsible for ensuring SWD's enter and approve accurate timesheets. Billed rates will be increased to reflect overtime hours worked, waiting time penalties, expedited delivery charges, and meal period premiums according to state or local law.

3.6.1 If CONTRACTOR submits a request to terminate a SWD, CONTRACTOR shall notify FOUNDATION at least 4 days in advance of the requested termination date (includes when SWDs completes his or her work experience); CONTRACTOR shall also notify FOUNDATION immediately in the event a SWDs voluntary quits his or her work experience. If CONTRACTOR fails to notify FOUNDATION in accordance with this term, CONTRACTOR shall be responsible for compensating FOUNDATION for payments made to SWDs for the costs of waiting time penalties, per Labor Code section 203.

3.7 CONTRACTOR will ensure that SWDs who are under the age of 18 do not exceed 8 hours per day or 40 hours per week. If SWDs over the age of 18 do exceed 8 hours per day or 40 hours per week, CONTRACTOR will be responsible for payment of overtime to the SWD. CONTRACTOR will ensure that no SWD exceeds **230 hours total**, unless CONTRACTOR has received written consent from FOUNDATION. **This number cannot exceed 1000 hours per SWD per fiscal (July- June) year**, unless classified as a Student Assistant with CONTRACTOR and FOUNDATION approval.

3.8 CONTRACTOR will provide FOUNDATION with detailed job descriptions for each SWD.

3.9 CONTRACTOR shall immediately notify FOUNDATION if a case of COVID-19 is detected at the CONTRACTOR's worksite, which includes but is not limited to an instance where a SWD or CONTRACTOR staff tests positive for COVID-19, or a third-party that closely interacts with SWD or CONTRACTOR staff tests positive for COVID-19.

3.10 CONTRACTOR is required to provide proof of SWD's DOR enrollment to the FOUNDATION in order to onboard a SWD as an employee of the FOUNDATION.

4. Compliance with Federal, State, and Local Laws

4.1 CONTRACTOR must provide all legally required documents prior to SWDs start date including, but not limited to: SWD Form I-9s and work permits for SWDs under the age of 18.

4.2 CONTRACTOR shall certify that WORK SITE provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).

4.3 CONTRACTOR and WORK SITE shall comply with all applicable federal, state and local laws and regulations relating to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration (“OSHA”) laws and regulations, including the recording of workplace injuries on CONTRACTOR’s OSHA 300 logs.

4.4 CONTRACTOR and WORK SITE shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and all other federal, state, and local laws and regulations governing the hiring or employment of SWD.

4.5 CONTRACTOR shall comply with all applicable federal, state, and local orders, advisories, and guidelines on COVID-19 related workplace restrictions and notification obligations, including but not limited to those from the Center for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), California Division of Occupational Safety and Health of California, local county, or any other applicable government entity.

5. Worker’s Compensation and Employment Claims

5.1 CONTRACTOR shall immediately notify FOUNDATION of any injury and/or Workers’ Compensation Claims related to a SWD.

5.2 CONTRACTOR shall promptly report to FOUNDATION any claims of harassment, discrimination, and/or claims of any violation of law governing the SWD’s employment, including allegations or reports of any irregularities or discrepancies by SWD.

5.3 CONTRACTOR shall notify the FOUNDATION if a SWD will be allowed to operate any motor vehicle or heavy equipment at any time as part of his/her work/training activities. CONTRACTOR must secure FOUNDATION’s written approval prior to SWD’s use of motor vehicles or heavy equipment.

6. Indemnification.

6.1 FOUNDATION shall be liable for and shall indemnify and hold CONTRACTOR harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys’ fees) arising from the fault or negligence of FOUNDATION, its officers, employees, agents, subcontractors and representatives, in performance of the Services under this Agreement.

6.2 CONTRACTOR shall be liable for and shall indemnify and hold FOUNDATION harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys’ fees) arising from the fault or negligence of CONTRACTOR or WORKSITE, their officers, employees, agents, subcontractors and representatives, arising from their responsibilities under this Agreement.

7. General Terms

7.1 Captions and Interpretation. Paragraph headings in this agreement are used solely for convenience and shall be wholly disregarded in the construction of this agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

7.2 Assignment and Delegation. This agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.

7.3 Anti-lobbying. FOUNDATION shall not use any part of the funds rendered for Services to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a political candidate for public office or a Member of Congress, a jurisdiction, or an official of any government, or to favor, adopt, or oppose, by vote or otherwise, any legislation.

7.4 Non-Discrimination. FOUNDATION shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or on the basis of any other protected category as provided by federal, state and/or local laws. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990(a)-(f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et. seq.)

7.5 Debarment and/or Suspension. CONTRACTOR shall comply with Executive Order 12549, Debarment and Suspension. CONTRACTOR represents and warrants that CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.

7.6 Entire Agreement. This agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this agreement are hereby deemed rejected by FOUNDATION and shall not be of any effect or in any way binding upon FOUNDATION. To the extent that the terms and conditions of this agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this agreement will prevail.

7.7 Modification of Agreement. This agreement may be modified only by a written agreement dated subsequent to this agreement and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

7.8 Law to Govern; Venue. This agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California. The prevailing party in any action relating to breach or enforcement of this agreement shall be entitled to their reasonable attorneys' fees and costs

7.9 Time is of the Essence. Time is of the essence with respect to all provisions of this agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.

7.10 Construction of Agreement. Both parties have participated in the negotiation and drafting of this agreement. Therefore, the terms and conditions of this agreement shall not be construed against either party as the drafting party.

7.11 Confidentiality. CONTRACTOR shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in CONTRACTOR's assigned duties and for the benefit of FOUNDATION, any of FOUNDATION's Confidential Information, either during or after CONTRACTOR's relationship with FOUNDATION. Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which FOUNDATION is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FOUNDATION, whether or not such information is identified as Confidential Information by FOUNDATION. This paragraph shall survive the expiration or early termination of this agreement.

7.12 Execution of this Agreement. The Parties agree that this agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this agreement.

7.13 Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.

7.14 Severability. If any part of this agreement is found invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same economic effect as the original provision and the remainder of this agreement will remain in full force and effect.

7.15 Non-waiver. The failure of either FOUNDATION or CONTRACTOR, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this agreement or under law of this agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FOUNDATION must be in writing.

7.16 Relationship of the Parties. Both parties are independent parties and this agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this agreement.

7.17 Force Majeure. FOUNDATION shall not be liable or deemed to be in default for any delay or failure in performance under this agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of FOUNDATION.

7.18 Termination for Cause. Either party shall have the right to terminate this agreement immediately should the other party be found to be in material breach of this Agreement. Should CONTRACTOR terminate this Agreement they shall no longer have access to the STEPS Grant Funds awarded under this Agreement.

7.19 Termination for Funding or Other Contingencies. It is mutually understood and agreed that if sufficient federal, state, local, or philanthropic funds are not appropriated for this contract, FOUNDATION shall have the right to terminate this contract within thirty (30) days' notice. In the event appropriate funding is not appropriated for this contract, FOUNDATION may propose an amendment to this Agreement for a reduced scope of services, any such amendment shall require mutual agreement of the parties. Further, CONTRACTOR acknowledges and agrees that if the Department of Rehabilitation terminates its grant agreement with the FOUNDATION, FOUNDATION may terminate its Agreement with CONTRACTOR by providing thirty (30) days' notice.

EXHIBIT D

CONTRACT CERTIFICATION CLAUSES

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective CONTRACTOR to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>CONTRACTOR/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** CONTRACTOR has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code §12990 (a-f) and CCR, Title 2, Section 81-3) (Not applicable to public entities).

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and,
 - iv. Penalties that may be imposed upon employees for drug abuse violations.

- c. Every employee who works on the proposed Agreement will:
 - i. Receive a copy of the company's drug-free workplace policy statement; and,
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement of both and CONTRACTOR may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the CONTRACTOR has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.).

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: CONTRACTOR certifies that no more than one (1) final un-appealable finding of contempt of court by a Federal court has been issued against CONTRACTOR within the immediately preceding two-year period because of CONTRACTOR's failure to comply with an order of a Federal court, which orders CONTRACTOR to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.).

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE – PRO-BONO REQUIREMENT: CONTRACTOR hereby certifies that CONTRACTOR will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

CONTRACTOR agrees to make a good faith effort to provide a minimum number of hours of pro-bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: CONTRACTOR hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All CONTRACTORs contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov , and the Public Contract Code Section 6108.

- b. The CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the CONTRACTOR's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California

1. CONFLICT OF INTEREST: CONTRACTOR needs to be aware of the following provisions regarding current or former state employees. If CONTRACTOR has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410)

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer of employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent CONTRACTOR with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411)

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If CONTRACTOR violates any provisions of above paragraphs, such action by CONTRACTOR shall render this Agreement void. (Pub. Contract Code §10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment or preparatory time and payment for per diem. (Pub. Contract Code §10430 (e)).

2. LABOR CODE/WORKER'S COMPENSATION: CONTRACTOR needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and CONTRACTOR affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700).
3. AMERICANS WITH DISABILITIES ACT: CONTRACTOR assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.).
4. CONTRACTOR NAME CHANGE: An amendment is required to change the CONTRACTOR's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the CONTRACTOR is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

- b. "Doing Business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate CONTRACTOR performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
- 6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
 - 7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the CONTRACTOR shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
 - 8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all CONTRACTORS that are not another state agency or other governmental entity.

EXHIBIT E

**SUMMER TRAINING AND EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) SOLICITATION FOR
PROPOSALS (SFP)**

SAMPLE